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The Solicitors' Journal and Weekly Reporter.

LONDON, DECEMBER 26, 1908.

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Current Topics.

New County Court Rules.

A BATCH of new County Court Rules, to come into force on the
1st of January next, reaches us too late for comment this week.

The Land Transfer Rules.

THE FOLLOWING question was asked by Mr. REMNANT in the
House of Commons last week:

Whether Mr. Attorney-General is aware that new rules have been
framed under the Land Transfer Acts, to come into operation on the 1st
January next, whereby the ad valorem fees payable in connection with the
purchase and mortgage of property after first registration are largely
increased; will he explain why higher fees are to be charged on sub-
sequent dealings with registered property than are charged on first
registration; and whether he will postpone the introduction of the new
rules until the Royal Commission at present engaged in taking evidence
on the working of the registration system has reported on the working of
the system, and on the expediency of continuing or determining its
operation.

The Attorney-General's reply was as follows:

I am informed that the Lord Chancellor, by whom the rules were made,
was fully aware of the considerations mentioned in the question and dis-
cussed the matter both with the Advisory Committee under the Act and
with the Royal Commission. The rules have been published, and it is not
intended to recall them.

Contracts of Service.

WE HAVE had occasion more than once recently to point out
the unsatisfactory state of the law with regard to contracts of ser-
vice. The tendency of the courts—and we cannot help thinking it
is a most mischievous one—seems to be to relieve employees from
their contracts as soon as they become irksome, though entered into
with full knowledge and full understanding. The case of *Kirchner
& Co. v. Gruban* (reported elsewhere) seems to show that an em-
ployee under a foreign contract of service is in a still better posi-
tion than an employee under an English contract. In that case the
defendant was engaged by a Leipzig firm as their sole agent in
England, and he agreed not to leave their service till July, 1910,
not to engage in any other business, and not to divulge any matters
relating to his employers' business. The parties also agreed to refer
all disputes to the Leipzig courts. In May last the defendant left the
plaintiffs' service and entered the service of a rival firm. The plaintiffs
thereupon commenced proceedings and moved for an injunction
to restrain the defendant from leaving their service and from
divulging information. The defendant applied for a stay of
proceedings on the ground that all disputes were to be referred to
the German court. The motion was dismissed, and an order
was made staying proceedings. We do not in the least quarrel

with the decision, which is no doubt correct. We only refer to it as shewing how unsatisfactory the present state of the law is on the subject, and how easy it is for an agent, and especially the agent of a foreign firm, to evade any obligations imposed upon him by a contract of service. We believe we are right in saying that, according to German law, an employee who divulges matters relating to his master's business renders himself liable to criminal proceedings. We think it would be a good thing if we had something of the same sort in England.

P.P.I. or "Honour Policies."

WE READ that the President of the Board of Trade has instituted an inquiry into the prevalence of P.P.I. or honour policies—that is, marine policies in which it is stipulated that the policy shall be deemed sufficient proof of interest. By the Marine Insurance Act, 1906, s. 4 (1), every contract of marine insurance by way of gaming or wagering is void; (2) a contract of marine insurance is deemed to be a gaming or wagering contract (a) where the assured has not an insurable interest as defined by the Act, and the contract is entered with no expectation of acquiring such an interest, or (b) where the policy is made "interest or no interest," or "without further proof of interest than the policy itself," or "without benefit of salvage to the insurer," or subject to any other like terms. This section appears to reproduce the effect of the Marine Insurance Act, 1745, ss. 1 to 3 (now repealed), and the Gaming Act, 1845, s. 18, which provides that "all contracts or agreements . . . by way of gaming or wagering shall be null and void." It will be seen that wager policies are illegal only in the sense of being null and void to all intents and purposes. Though ignored by our courts, they are of frequent use, generally for the protection of interests which, though real, are not easily defined, or are of pecuniary value which it is hard to determine. They are, however, occasionally resorted to for different purposes, and the late Mr. PLIMSOLL was strongly of opinion that they were used for the purpose of protecting persons who were carrying on illegal traffic and were made the means of gaining by the wilful destruction of ships. But whatever may have been the case some years ago, it is probable that the only charge which can be brought against "honour policies" at the present day is that they are a form of gambling, a system of betting upon the loss or safe arrival of ships engaged in commerce.

The Rule in *Bain v. Fothergill*.

IT IS A well-known rule that, where a contract for sale of real estate cannot be carried into effect in consequence of the vendor's defect of title, the purchaser is not entitled to recover damages for breach of contract, except to the extent of the expense which he has incurred in investigating the title or otherwise. He cannot recover damages for loss of his bargain. And it makes no difference that the title was defective to the vendor's knowledge when he made the contract. "If," said Lord CHELMSFORD in *Bain v. Fothergill* (L. R. 7 H. L., p. 207), which finally established this doctrine, "a person enters into a contract for the sale of a real estate knowing that he has no title to it nor any means of acquiring it, the purchaser cannot recover damages beyond the expenses he has incurred by an action for the breach of contract, he can only obtain other damages by an action for deceit." The rule is founded on the presumed impossibility of a vendor of land being in a position to guarantee his title, though perhaps it is not clear why it should have been carried to the length indicated by the foregoing quotation. An interesting example of the application of the rule is afforded by the recent case of *Morgan v. Russell & Sons* (ante, p. 136). The plaintiff had agreed to sell to the defendants certain refuse—cinders and iron slag—lying at tips on mining and smelting works, the defendants to pay an agreed price per ton and to have access to remove the refuse. Owing to a claim by third parties, this access could not be given to the defendants, and in an action by the plaintiffs in the county court the defendants counterclaimed for damages for breach of contract. The county court judge found as a fact that the cinders and slag had become part of the soil, and were not definite or detached heaps resting on the ground. This being so, the contract was one for the sale of real estate, and no damages could be recovered for loss of the bargain by reason of the adverse claim of title. The conclusion, though logical enough, is a little surprising, and WALTON, J., was careful to reserve the question

whether there might not be a contract of sale within the meaning of the Sale of Goods Act, 1893, of minerals still ungotten at the date of the contract.

The Salaries of American Judges.

PRESIDENT ROOSEVELT, in his final message to the American people, refers to "the courts" as follows: "I most earnestly urge upon the Congress the duty of increasing the totally inadequate salaries now given to our judges. On the whole, there is no body of public servants who do as valuable work nor whose moneyed reward is so inadequate compared to their work. Beginning with the Supreme Court, the judges should have their salaries doubled. It is not befitting the dignity of the nation that its most honoured public servants should be paid sums so small compared to what they would earn in private life, that the performance of public service by them implies an exceedingly heavy pecuniary sacrifice." It may be useful to give some account of the salaries of the judges of the different American courts. The Federal Courts comprise the Supreme Court, the Circuit Courts, and the District Courts. The Supreme Court, sitting at Washington, consists of nine judges, a chief justice with a salary of ten thousand five hundred dollars (£2,100), and eight associate justices (salary ten thousand dollars). With regard to the circuit courts, there are nine judicial circuits, in which courts are held annually. For each of these there has been appointed a circuit judge (salary six thousand dollars), and to each there is also allotted one of the justices of the Supreme Court. The district courts are the third and lowest class of Federal tribunals. They are fifty-five in number, and these judges receive salaries of from 3,500 to 5,000 dollars (£700 to £1,000) per annum. The salaries paid to State judges of the higher courts range from eight thousand five hundred dollars (£1,700) (Chief Justice) in Pennsylvania and seven thousand dollars (£1,400) plus two thousand dollars (£400) for expenses in New York, to two thousand dollars in Oregon. Four thousand dollars to five thousand dollars (£800 to £1,000) is the average, a sum which, especially in the greater States, fails to attract the best legal talent. When it is remembered that the expenses of living are in most of the largest cities of the United States much greater than in this country, the justice of the President's recommendations is obvious.

Liability of Parents to Maintain their Children.

THE DUTY of parents to maintain and support their children until they reach an age at which they can by their own work and industry support themselves is unquestionable, but in England there is no common law obligation, as in France and Scotland, on the part of the father to maintain his child unless the neglect to do so should bring the case within the criminal law. By the Poor Law Act of 43 Eliz. c. 2, amended by the Poor Law Amendment Act, 1868, justices in petty sessions have the power of making an order of maintenance by the father (being of sufficient ability) of his child, but the general law as to parental liability remains unaltered. In a case just determined in the Shoreditch County Court, the Guardians of Hackney sued a father to recover £12 4s. arrears of maintenance in respect of his infant daughter. It appeared that the defendant's wife left him, taking with her the daughter. She went with the child into Edmonton Infirmary, where she gave birth to an illegitimate child. The daughter was sent to Hackney and the guardians applied to the father for her maintenance. He said that he had not known where she was, that he did not wish her to be brought up as a pauper, and he offered to take her out. The guardians refused to allow him to do so unless he took out the illegitimate child also, but this he declined to do. The guardians afterwards came to the conclusion that the father was not a suitable person to have the custody of his daughter, and took her under their control. The father then refused to pay for her maintenance and the present action was brought. The judge in his judgment said that the solicitor for the guardians had stated that he did not rely on the statutory provisions of the Poor Law, but on the common law liability of a father to support his child and provide it with the necessities of life. There was no such liability at common law, and there must therefore be judgment for the defendant. The result of this case is far from satisfactory, and it seems to

be mainly due to some deviation from the ordinary course of procedure. Cases may arise in which, having regard to the character of the father, it may be expedient that the Poor Law authorities should be entitled to retain the custody of his child and charge him with its maintenance, but any such right can only be conferred by express statutory provision.

Company Law Consolidated.

THE COMPANIES (Consolidation) Act, 1908, has now become law, and by section 296 is to come into operation on the 1st of January, 1909. The printed Bill occupies 190 folio pages. Immense pains have been taken to make this piece of consolidating statute law as perfect as may be. All the amendments, for instance, suggested by the joint Select Committee of the House of Lords and House of Commons in their report of the 23rd of July, 1908, have been embodied in the Act. Some of these amendments were considered as possibly affecting the existing law in some degree, but for the most part were merely verbal and intended to make clear the language of Acts now repealed. All the Acts from the Act of 1862 to the Act of 1907 are now, as from the 1st of January, 1909, repealed, together with isolated sections in other Acts, such as the Stannaries Act, 1869, the Limited Partnerships Act, 1907, &c. Two Acts relating to banking companies are continued in force, as they were continued in force by section 205 of the Companies Act, 1862. Altogether twenty-seven Acts or parts of Acts are repealed. The number of sections is, however, only 296, there being 210 in the Act of 1862 alone. The Bill had already been prepared at the time of the Imperial Conference sitting in London in 1907, and should do a great deal to help forward the assimilation of the company law of the whole Empire. At the time of the conference a return was prepared by the Board of Trade giving an analysis of the statute company law in force in various parts of the Empire. The net result of some of the statistics in this return was that in Canada, Australia, and South Africa (to take only three instances) there were found to be twenty different systems of statutory law comprising 141 statutes, all based more or less on the original English Act of 1862 and its amendments. It is now to be hoped that the new Act of 1908 will be taken as a model to be adapted to local requirements, not necessarily to be followed slavishly. In particular, the task of "federalizing" company law in Canada and Australia will probably be made easier. With respect to the form of consolidating statutes, a perusal of the Companies (Consolidation) Act, 1908, in its Bill form suggests a criticism which may perhaps be thought worthy of some attention by the authorities. In the Bill (as in other consolidating Bills) there is printed in the margin of each section a reference to the enactment or enactments which the section is replacing. Thus, in the margin of section 4 is printed a reference to sections 9 and 14 of the 1862 Act, and section 27 (1) (4) of the 1907 Act, and so on. The existing practice is to strike out all these references to repealed enactments when the Bill is finally printed off as an Act. A comparison of any consolidating Act (say the Merchant Shipping Act, 1894) with a print of the Bill will shew this at a glance. Now, these references to the repealed enactments are extremely useful to the practitioner, and as they represent a considerable amount of labour on the part of the draftsman, it seems a pity that this labour should be thrown away when the Act appears in its published form. In most, if not all, consolidating statutes passed in Canada and Australia (besides other parts of the Empire) references to the repealed enactments are printed, sometimes in the margin, and sometimes even in the body of the consolidating statute. If our consolidating Acts appeared finally with these references ready for use, the busy practitioner would be saved much time now spent in hunting for the corresponding enactments in the repealed Acts.

The Local Government Board on Old Age Pensions.

THE LOCAL Government Board, as the "central pension authority," have during the past few weeks been required, under section 7 (1) of the Old Age Pensions Act, 1908, to decide numerous questions submitted to them on appeal from the decision of the local pension committee, and they have issued a circular (published in the *Times* of the 18th inst.) summarizing the results which have been arrived at in a number of cases of common

occurrence. It is undoubtedly one of the hardships of the Act that receipt of poor relief, other than in certain specified forms, at any time since the 1st of January, 1908, should disqualify for an old age pension; but the terms of section 3, which create this disqualification, are sufficiently explicit, and the disqualification cannot be removed by repayment of the amounts which have been so received. This, accordingly, is the conclusion to which the Local Government Board have come; and no repayment by relations or others will enable the person thus disappointed of a pension to make a successful claim. In section 4 the Act has offered an arithmetical problem as to the calculation of the means of married couples which appears to have been sometimes beyond the comprehension of those called upon to interpret or apply the Act. But in fact it is a very easy matter, and the example furnished in the circular should remove all possible doubt. A husband and wife living together have each to return their separate income, but for pension purposes the means of either are not to "be taken to be of a less amount than half the total means of the couple." Thus if the husband has £30 a year and the wife £20, the husband's means remain at £30 and entitle him to a pension of 1s. a week; the wife's are taken to be £25 and her pension therefore is 3s. The case of a person having £1,000 or so Government Stock has perplexed some authorities, and in one case it is understood that the authority have decided against the claim to a pension. But such a decision finds no support from the Act. In calculating yearly means account has to be taken, not of capital value of property, but of the income, and in the case supposed it would be £25, and there would be a right to a 3s. pension. The board reject the notion that the investment must be treated on an annuity basis—that is, that the income must be taken to be the amount of the life annuity which could be purchased with the proceeds of realizing the investment. The Act might have said this, but it did not. Possibly the case of these well-to-do claimants was not foreseen. A question has arisen also with respect to voluntary allowances. The yearly means include the income which the claimant may reasonably expect to receive during the year in cash. Where money is regularly paid, although voluntarily, this expectation exists, and the board have decided that voluntary allowances regularly given must be taken into consideration. And the value of free board and lodging is brought in, presumably under clause 1 (d) of section 4. It is perhaps not very easy to see how effect can conveniently be given to this last decision. Where claimants are living with children, this support must apparently be withdrawn to prevent its being reckoned in the yearly means—that is, the claimant must be turned into the street before the children can obtain the contribution to his support which the Act was intended to procure. But the system of old age pensions is, of course, in its infancy, and more will be heard of them when the next budget has shewn how they are to be provided.

Miscarriage of Justice.

IT IS RARE that appeals to the Privy Council in civil cases call forth such strong remarks as were made in a recent appeal from the chief court of Lower Burma—*Mahomed Kala Mea v. Harperink* (*Times*, Dec. 16). Lord MACNAGHTEN, however, commenced his judgment thus: "Their lordships regret to say that in their opinion there has been a lamentable miscarriage of justice in this case." The case certainly is a striking instance of the diversity of view taken by judicial persons in India and in England. Some property was put up for auction sale under an execution, and the sale was conducted by the officers of the court in Lower Burma. The property consisted of the mere interest of the judgment debtor, being, as is usual in such cases, heavily incumbered. The appellant spoke only Hindustani, and did not understand English. He attended the sale by accident, and received the erroneous impression that a valuable property was being offered which could be purchased at a low price. He accordingly bid and was declared the purchaser. The local courts appear to have taken an extremely harsh view of the appellant's imprudence, one judge saying that the appellant was "culpably careless in failing to ascertain the truth in the obvious way"—namely, by having the proclamation read and carefully translated for him. The Judicial Committee considered that sufficient allowance had not been made for the fact that the appellant was

ignorant of English, and that it was not a case of want of ordinary diligence on his part in ascertaining the real facts. But the judgment of the Judicial Committee is based chiefly on the supreme importance of all sales conducted under the direction of a court of justice being absolutely above all suspicion of anything approaching sharp practice: "It would be disastrous, it would be absolutely shocking, if the court were to enforce against a purchaser misled by its duly accredited agents a bargain so illusory and so unconscientious as this."

Property in a Corpse.

IT WAS laid down by KAY, J., in 1882, following other cases, that "it is quite clearly the law of this country that there can be no property in the dead body of a human being": *Williams v. Williams* (20 Ch. D., at p. 662). A singular case was recently disclosed on an application for leave to appeal to the Privy Council from the High Court of Australia: *Spence v. Doodeward* (*Times*, Dec. 16). The petitioner was an inspector of police at Sydney, New South Wales. The respondent was a saloon keeper who had been prosecuted and convicted for exhibiting, against public decency, the dead body of a two-headed child preserved in spirits. The respondent had applied for the return of the body, and this being refused, had brought an action against the petitioner. At the trial he was non-suited, and the non-suit was upheld on appeal to the Supreme Court of New South Wales. On appeal to the High Court of Australia, the decision of the Supreme Court was reversed, and it was held that the action would lie. Against this decision the petitioner now asked leave to appeal, but this was refused by the Judicial Committee. The published reports of the case in the Australian courts have not yet reached London.

The late Sir C. M. Warmington, K.C.

A VALUED correspondent takes exception to our casual reference in last week's issue to the defective education in early life of this distinguished advocate, but he rather misunderstands our remark. It was not intended in the least to intimate that his parents failed in their duty to give him an ordinary school training; it related only to the kind of teaching then afforded in private schools. Our correspondent says that the parents of the future K.C., having ten children, could not afford to give any of them a university education, but they did give them some education, and spent very much more on their son CORNELIUS than on any other of their children and gave him every advantage they could, including his maintenance between his ceasing to be a solicitor and his call to the bar. The fact that both Mr. WARMINGTON and two of his brothers were admitted as solicitors is, of course, sufficient to shew that they must have received the ordinary school training of the day. Our correspondent adds the interesting fact that at Mr. WARMINGTON's call dinner—a very elaborate function given by his father—the future eminent advocate received his first brief.

Continuing Injury.

THE Public Authorities Protection Act, 1893, has for most cases imposed a six months' limitation on actions of tort brought against a public authority, and this limitation replaced the varying similar limitations which were previously in force under a large number of statutes. Occasionally, as the reports shew, the shortness of the limitation operates as a surprise to plaintiffs, and it is extremely important to bear it in mind whenever a question arises of claiming damages against public non-commercial bodies; but an extension of time is allowed by the statute in the case of continuing injury, and the effect of this provision has been recently considered by a Divisional Court (*BIGHAM and WALTON, JJ.*) in *Hague v. Doncaster Rural District Council* (*ante*, p. 135).

Section 1 of the statute provides that "the action . . . shall not lie or be instituted unless it is commenced within six months next after the act, neglect, or default complained of, or, in case of a continuance of injury or damage, within six months next after the ceasing thereof." But the phrase "continuance of injury or damage" is one that requires explanation. It is settled, in the first

place, that the mere fact that the effect of the tort is continuing does not constitute a continuing injury. A personal injury is of this nature, but the injured party does not thereby gain an extension of the six months: *Carey v. Bermondsey Corporation* (67 J. P. 111). To constitute a continuing injury or damage it is not sufficient that a single tortious act is followed by continuing loss or suffering. Either there must be fresh damage continually arising from the act, or there must be a continuance of the tortious act causing recurrent damage. A single act, though not in itself tortious, may give rise to a cause of action if followed by damage to a neighbour's property. This is the case where subsidence follows from excavation, and then, as was decided in *Backhouse v. Bonomi* (9 H. L. C. 503) and *Darley Main Colliery Co. v. Mitchell* (11 App. Cas. 127), a fresh cause of action arises with each successive subsidence. In *Earl of Harrington v. Derby Corporation* (1905, 1 Ch. 205) BUCKLEY, J., pointed out (p. 227) that this is not the continuing injury contemplated by the provision in question, since each successive cause of action will have its own six months' limitation.

"There is, however," the learned judge proceeded to say, "a further case with which this section is particularly concerned—namely, a continuing act which produces subsequently from day to day a recurrent damage. There is thus created a fresh cause of action every day, and this, I conceive, is what is referred to in the section by the words 'in case of a continuance of injury or damage.' The words do not mean or refer to a damage inflicted once and for all which continues unrepaired, but a new damage recurring day by day in respect of an act done, it may be, once and for all at some prior time or repeated, it may be, from day to day." In *Earl of Harrington v. Derby Corporation* a claim was made for continually recurring loss caused by the continued pollution of a stream. It was a case, therefore, where a tortious act was being continually repeated and was at each repetition causing fresh damage. This was a continuing injury within the meaning of the section, and since, apparently, it was still continuing when the action was brought, no limitation was applicable under the Public Authorities Protection Act, 1893. Hence the claim was subject only to the usual statute—the Limitation Act, 1623—and the plaintiffs were entitled to recover in respect of pollution within six years before the action.

The present case of *Hague v. Doncaster Rural District Council* (*supra*) afforded a further chance of testing the principle of interpretation laid down by BUCKLEY, J. This also was a case of damage by pollution of a stream. A stream bordering the plaintiff's farm was polluted by an effluent from the defendants' sewage works throughout the years 1906 and 1907, and the pollution was still continuing in April, 1908. Cattle of the plaintiff drank the water of the stream, and in 1906 and 1907 three bullocks died in consequence of the pollution. The last of the three died in September, 1907, and in April, 1908, the plaintiff commenced the action in the county court to recover damages for loss of the bullocks. The county court judge gave him damages and an injunction, and this was affirmed by the Divisional Court.

It will be seen that there was here continuance of injury—that is, the continual doing of an unlawful act—though the damage itself was not continued as it seems to have been in *Earl of Harrington v. Derby Corporation*. Had the section spoken only of continuance of "damage," it may be that the plaintiff must have failed unless he had shewn actual loss within the six months before action. But effect must also be given to the words "continuing injury," and these seem to apply where the tortious act is continuing, although there has been no actual damage suffered from it within the six months. This was the view taken by the Divisional Court, and since the pollution—that is, the injury—was continuing at the time of action brought, the bar of the Public Authorities Protection Act, 1893, was excluded, and the plaintiff was entitled to recover in respect of each bullock. At the same time it must be admitted that the case is not free from difficulty, and until the question has been further considered it must remain doubtful whether, to constitute "continuance of injury," there must not be continued damage accompanying the act complained of, and not merely the continued possibility that damage may ensue. This must depend, it

would seem, on the nature of the tortious act in the particular case, whether, that is, it is actionable in itself, or only actionable on proof of special damage. In the latter case, continuance of damage may be necessary to constitute "continuance of injury." In the former case it would be otherwise. In the present case the pollution was apparently a nuisance which was actionable in itself, and the decision might therefore be supported on this ground. But the result of the present decision and of *Earl of Harrington v. Derby Corporation* (*supra*) appears to be that the exception in the Public Authorities Protection Act, 1893, will be read so as to include all cases where a tortious act continues, even though the damage in discontinuous, although, as already pointed out, it does not include cases where damage once inflicted has continuing results.

Patents Revoked for Non-working in the United Kingdom.

THE first case under the twenty-seventh section of the Patents and Designs Act of last year has just been decided by the Comptroller-General. The section provides that any person may apply to the Comptroller for the revocation of a patent on the ground that the patented article or process is manufactured or carried on exclusively or mainly outside the United Kingdom; and that unless the patentee proves that the patented article or process is manufactured or carried on to an adequate extent in the United Kingdom, or gives satisfactory reasons why the article or process is not so manufactured or carried on, the Comptroller may make an Order revoking the patent, either (a) forthwith, or (b) after a reasonable interval, unless in the meantime it is shewn to his satisfaction that the patented article or process is manufactured or carried on within the United Kingdom to an adequate extent. Such an application cannot, however, be made until after four years from the date of a patent.

The application in the case under notice was made for the revocation of two patents, dated in 1900, and granted to LUDWIG HATSCHKE, an Austrian, for a process of manufacturing thin imitation stone slabs or tiles. It was not disputed that the patented process was carried on exclusively outside the United Kingdom, and the only question really was whether the persons entitled to the patents had given satisfactory reasons why the process was not carried on to an adequate extent in the United Kingdom. The reasons put forward were, in effect, that it would not be possible to produce in the United Kingdom articles made according to the process as cheaply as abroad; and further, that the patentees had made certain offers to British firms to grant licences under, or to sell, the patents, to which offers no answers were received. The offers were vague, and did not state the terms on which the patentees were prepared to treat, beyond stating that such terms would be reasonable.

The Comptroller held that these reasons were not sufficient, and accordingly he came to the conclusion that the patents should be revoked. He then had to consider whether the patents should be revoked forthwith, or whether he should, as he was entitled to do under the section, give the patentees before revocation a reasonable interval within which to carry on the patented process within the United Kingdom to an adequate extent, but he decided not to allow any such interval, and made an order for immediate revocation.

It appears to have been suggested on behalf of the patentees that the applicant was disentitled to succeed in his application because he had no intention of manufacturing himself, and only intended to import manufactured articles from abroad. The Comptroller held that this objection was groundless, and in this he appears to be right. The words of the section are "any person" may apply. These words are sufficient to cover a person who has no direct interest in the success of the application, and *a fortiori* a person who has a direct interest, however small, in the success of the application.

This decision, from which there is an appeal to the High Court, has already created some excitement in Germany, and the threats of retaliatory measures have been renewed.

At Bradford, on Monday, Judge Bompas, K.C., said farewell to the practitioners in his court, and received from them many expressions of goodwill and gratitude for his services.

Reviews.

Books of the Week.

The Laws of England: being a Complete Statement of the Whole Law of England. By the Right Honourable the Earl of HALSBURY, Lord High Chancellor of Great Britain 1885-86, 1896-92, and 1895-1905, and other Lawyers. Vol. IV.: Carriers, Charities, Choses in Action, Clubs, Commons, and Rights of Common. Butterworth & Co.

The Digest of English Case Law: containing the Reported Decisions of the Superior Courts and a Selection from those of the Scotch and Irish Courts; with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned from 1898 to 1907 inclusive; forming a Supplement to Mew's Digest of English Case Law, 16 vols. By EDWARD MANSON, Barrister-at-Law. Two Vols. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Encyclopedia of Local Government Law (exclusive of the Metropolitan). Editor, JOSHUA SCHOLEFIELD, Esq., Barrister-at-Law. Vol. VII.: Water Supply to Workmen's Compensation. Butterworth & Co.; Shaw & Sons.

The Finance Act, 1907, in its Relation to Income Tax. By T. HALLETT FRY, Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

Debt Recovery and County Court Procedure. A Practical and Easy Guide for Business Men. By HARRY IMPEY, a Bailiff of the Luton County Court. Stevens & Sons (Limited).

Correspondence.

Trustee Investments.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—At the recent meeting of the Burma Railways Co. (Limited) the chairman announced that the Secretary of State for India had agreed to waive the clauses of the contract under which he could at short notice repay the capital at par if the company made certain defaults or losses; and he further gave his opinion to the effect that the ordinary stock would then become eligible for investment by trustees.

The powers under which it is suggested such stocks are eligible are contained in the following clause of the Trustee Act, 1893: "In the stock of any railway company in India upon which a fixed or minimum dividend in sterling is paid or guaranteed by the Secretary of State in Council of India, or upon the capital of which the interest is so guaranteed."

This is not the first time it has been claimed that an English joint stock company is a railway company, a debenture-holder in the Southern Brazilian Rio Grande do Sul Railway Co. (Limited) having unsuccessfully set up such a claim before Mr. Justice Buckley in April, 1905; in the Burma Railways case it is said that if this is not a railway company in India, there are no railway companies in India which are eligible, and the clause refers to nothing.

When the Trust Investment Act of 1889 was passed (the Trustee Act, 1893, was a consolidation Act) there were railway companies incorporated by Act of Parliament for the purpose of building and working railways in India still in existence, but all these undertakings appear to have been purchased, and the companies working the railways seem to have become, like the joint stock companies, mere agents for the Secretary of State for India.

A railway company has been defined as a company incorporated by Act of Parliament having powers of internal management not to be interfered with, owning land, lines, stations, rolling stock, &c., and governed by the Companies Clauses Acts.

The Burma Railways Co. was registered at Somerset House as a limited liability company on the 21st of July, 1896, its place of business being given as Gresham House; it is governed by its articles of association and by joint stock company law, and its contract with the Secretary of State for India has not had the special sanction of Parliament, and the company has somewhat limited powers.

An opportunity arises to have the meaning of the clause in the Trustee Act made clear, the Trusts Bill, having been considered in committee and by judges and leading lawyers, will presumably soon come before Parliament; it seems that this should be the work of the India Office, and that until it is done trustees should avoid the risk of failing to exercise the discretion enjoined on them by section 3 of the Trustee Act, 1893, by refusing to invest in such stocks the price of which depends on the dividends earned in addition to the guaranteed interest, unless they are sure they have power to do so.

- 16, Copthall-avenue, E.C. 19.

F. F. MATHIESON.

New Orders, &c.

The County Court Rules (December), 1908.

These Rules may be cited as the County Court Rules (December), 1908, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule placed in the margin opposite such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to any County Court Rules of subsequent date, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or any County Court Rules of subsequent date, or in the Appendix to any of those Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

ORDER V.

COMMENCEMENT OF ACTION.

1. *Order V., Rule 13 (10d).*—(1.) Paragraph 10 of Order V., Rule 13, shall be read as if the following words were inserted therein after sub-paragraph (c), viz.:—

"(d) or it appears by the affidavit that the proposed plaintiff has reason to believe that the proposed defendant admits the claim and that the proposed plaintiff has not more than 20 and not less than 10 clear days before the filing of the affidavit given or caused to be given to the proposed defendant notice in writing of his intention to apply for leave, and has by such notice required the proposed defendant to state whether he disputes the claim, and that the proposed defendant has either admitted the claim or failed to give notice that he disputes it."

(2) *Order V., Rule 13 (11a).* Where the proposed plaintiff relies on the facts stated in sub-paragraph (d) of paragraph 10 of this Rule as a ground for granting leave, a paragraph according to the form numbered 8c or that numbered 10c in the Appendix hereto, as the case may be, shall be inserted after paragraph 2c in the form numbered 8a or in that numbered 10a in the Appendix, as the case may be.

ORDER VII.

PLAINT NOTE AND SUMMONS.

2. *Order VII., Rule 2a.* The words "ten clear days" (or, in actions under the Employers' Liability Act, 1880, "fifteen clear days") shall be substituted for the words "five clear days" in the paragraphs relating to juries in the prescribed form of plaintiff notes and summonses to appear to plaintiffs.

ORDER XII.

INTERLOCUTORY AND INTERIM ORDER AND PROCEEDINGS.

3. *Order XII., Rule 16.* In any case not coming within the four preceding rules of this Order, the Court may, in its discretion, on the application of any party made on notice in accordance with Rule 11 of this Order, make an order postponing or adjourning for good cause the trial of any action or matter upon such terms, as to costs or otherwise, as may be just; and such order, if made in the absence of the other party, shall be served on him.

ORDER XVI.

DISCOVERY AND INSPECTION.

4. *Order XVI., Rule 21a.* The following words shall be added to Order XVI., Rule 21, viz.:—
"and every such order shall be indorsed with a notice according to the form in the Appendix."

ORDER XXV.

ENFORCEMENT OF JUDGMENTS AND ORDERS.

5. *Order XXV., Rule 10a.* Where a judgment summons has been issued or an order of commitment has been made against a debtor, and is outstanding, a warrant of execution against the goods of the debtor shall not be issued in the action except by leave of the judge, and on such terms as he may impose.

JUDGMENT SUMMONS.

6. *Order XXV., Rule 25 (2a).* Paragraphs 3 and 4 of Form 176A in the Appendix are hereby annulled, and the following paragraph shall stand in lieu thereof, viz.:—

"Full names and addresses [or other sufficient identification] of all defendants, with their occupations, if known."

ORDER XXVII.

INTERPLEADER.

7. *Order XXVII., Rule 1 (1a).* Form 203 in the Appendix is hereby annulled, and Form 203A in the Appendix shall stand in lieu thereof.

8. *Order XXVII., Rule 1 (2a).* Paragraph 2 of Order XXVII., Rule 1, and Form 204 in the Appendix are hereby annulled, and the following paragraph, and Form 204A in the Appendix, shall stand in lieu thereof, viz.:—

"If within four days after receiving the notice mentioned in paragraph (1) of this Rule the execution creditor gives notice to the high bailiff that he admits the title of the claimant to the goods or chattels, or requests the high bailiff to withdraw from possession, according to the form in the Appendix, or to the like effect, he shall only be liable to the high bailiff for any possession fees or expenses incurred by the high bailiff prior to the receipt of such notice; and the judge may, if he thinks fit, on application by the high bailiff, make an order for payment of any such fees or expenses by the execution creditor to the high bailiff. Any such application shall be made in writing, and intitled in the matter of the execution, and three clear days' notice in writing thereof shall be given by the high bailiff to the execution creditor."

9. *Order XXVII., Rule 2a.* Order XXVII., Rule 2, shall be read and construed as if the words "or requests the high bailiff to withdraw from possession" were inserted therein after the words "goods or chattels" where they first occur.

10. *Order XXVII., Rule 3a.* Order XXVII., Rule 3, shall be read and construed as if the words "or request the high bailiff to withdraw from possession" were inserted therein after the words "goods or chattels" where they first occur.

ORDER XXXV.

THE SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1855.

11. *Order XXXV., Rule 1a.* Where the plaintiff signs final judgment under Section 1 of the Summary Procedure on Bills of Exchange Act 1855, such judgment shall be in the same form as when judgment is entered up under Sub-sections 1 and 2 of Section 86 of the County Courts Act, 1888.

ORDER LIV.

GENERAL PROVISIONS.

12. *Order LIV., Rule 5a.* Service of process shall not be effected by a person under the age of sixteen years, and an affidavit of service shall state that the person serving the process is over that age.

APPENDIX.

8 c.

Order V., Rule 13 (10d), (11a).

Paragraph to be inserted after paragraph 2c in Form 8b, where proposed plaintiff relies on facts stated in Order V., Rule 13, paragraph 10 (d).

or, (d) Where facts stated in Order V., Rule 13, paragraph 10 (d) relied on.

2 d. That [the cause of action in respect of which the proposed defendant is proposed to be sued arose wholly or in part at
in the county of _____, within the district of this court.

That the facts relied on as constituting the alleged cause of action or a part thereof are that the order for the goods for the price of which [or for the non-acceptance of which, or as the case may be,] an action is proposed to be brought was given by letter received at
in the county of _____ within the district of this court [or as the case may be].

That I [or the proposed plaintiff] have [or has] no reason to believe that the proposed defendant disputes the claim, and on the day of _____ I [or the proposed plaintiff] gave [or caused to be given] to the proposed defendant notice in writing of my [or his] intention to apply for leave to sue the proposed defendant in this court, and by such notice required the proposed defendant to state whether he disputed the claim, and the proposed defendant has admitted the claim [or has failed to give notice that he disputes the claim].

10 c.

Order N., Rule 13 (10d) (11a.)

Paragraph to be inserted after paragraph c in Form 10B, where proposed plaintiff relies on facts stated in Order V., Rule 13, paragraph 10 (d).
 or (D.) Where facts stated in Order V., Rule 13, paragraph 10 (d) relied on.

2 D. That the cause of action in respect of which the proposed defendant is proposed to be sued arose wholly or in part at
 in the county of , within the district of this court.

That the facts relied on as constituting the alleged cause of action or a part thereof are that the order for the goods for the price of which [or as the case may be] an action is proposed to be brought was given at
 in the county of , within the district of this court [or as the case may be].

That I [or the proposed plaintiff] have [or has] reason to believe that the proposed defendant admits the claim, and on the day of I [or the proposed plaintiff] gave [or caused to be given] to the proposed defendant notice in writing of my [or his] intention to apply for leave to sue the proposed defendant in this court, and by such notice required the proposed defendant to state whether he disputed the claim, and the proposed defendant has admitted the claim [or has failed to give notice that he disputes the claim].

203A instead of 203.

Notice of Claim to Goods taken in Execution.

Order XXVII., Rule 1 (1a).

Take notice, that E.F. of has claimed the goods [or certain goods] [where only certain goods are claimed here enumerate them] taken in execution by me under the warrant of execution issued in this action. If within four days after receiving this notice you give notice to me that you admit the title of E.F. to the said goods, or request me to withdraw from possession, you will not be liable for any costs incurred after the receipt by me of your notice.

Dated, &c.

High Bailiff.

To [the Execution Creditor.]

204A instead of 204.

Notice by Execution Creditor of Admission of Title of Claimant.

Order XXVII., Rule 1 (2a).

Take notice, that I admit the title of E.F. to the goods seized by you [or that I request you to withdraw from possession] under the execution issued under the judgment in this action.
 Execution Creditor.

To the High Bailiff.

We, William Lucius Selfe, William Cecil Smyly, Robert Woodfall, Thomas C. Granger, and H. Tindal Atkinson, being Judges of County Courts appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed)

WM. L. SELFE.
 WM. CECIL SMYLY.
 R. WOODFALL.
 T. C. GRANGER.
 H. TINDAL ATKINSON.

Approved,

(Signed)

LOREBURN, C.
 ALVERSTONE, C.J.
 HERBERT H. COZENS-HARDY, M.R.
 J. GORELL BARNES, P.
 ARTHUR R. JELF, J.
 R. J. PARKER, J.
 CHRISTOPHER JAMES.

I allow these Rules, which shall come into force on the 1st day of January, 1909.

(Signed)

LOREBURN, C.

The 18th of December, 1908.

CASES OF THE WEEK.

House of Lords.

COOPER (SURVEYOR OF TAXES) v. BLAKISTON.

16th Nov.; 10th Dec.

REVENUE—INCOME TAX—INCUMBENT OF BENEFICE—PROFITS ACCRUING BY REASON OF OFFICE—EASTER OFFERINGS—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), s. 146, SCHEDULE E, R. 1.

"Easter offerings" are assessable to income tax under rule 1 of section 146 of the Income Tax Act, 1842, Schedule E, as being "profits accruing" to an incumbent of a benefice "by reason" of his office.

Decision of the Court of Appeal (1907, 2 K. B. 688) affirmed.

This was an appeal by the Rev. Douglas Yeoman Blakiston against a judgment of the Court of Appeal, holding that "Easter offerings" were assessable to income tax under rule 1 of section 146 of the Income Tax Act, 1842, Schedule E. The appellant is the vicar of East Grinstead, and in accordance with a letter written by the Bishop of Chichester (in whose diocese the parish of East Grinstead is situated), addressed to the churchwardens of his diocese, recommending to their favourable notice the practice of making free will offerings at Easter to the parochial clergy, the churchwardens had devoted the Easter Sunday collections, augmented by gifts of those who were unable to be present, to the use of the incumbent. The collection in 1905 amounted to £56. The surveyor having claimed that this sum should be included in the appellant's return of income for that year on the ground that it was liable to income tax, the incumbent appealed to the Commissioners. They were of opinion that the sum collected, being in the nature of free will gifts to the incumbent made by persons who valued his services in the parish, was not liable to income tax, and accordingly they decided against the claim put forward by the Surveyor of Taxes. They, however, stated a case for the opinion of the High Court, and the question of law came before Bray, J., who affirmed their decision. The Court of Appeal reversed that decision, hence the appeal by the incumbent.

THE HOUSE HAVING CONSIDERED,

LORD LOREBURN, C., in moving that the appeal should be dismissed, said the only question was whether or not a sum given by parishioners and others to the vicar at Easter, 1905, was assessable to income tax as being "profits accruing" to him "by reason" of such office. In his opinion, where a sum of money was given to an incumbent substantially in respect of his services as an incumbent, it accrued to him by reason of his office. Here the sum of money was given in respect of those services. Had it been a gift of an exceptional kind, such as a testimonial or a contribution for a specific purpose, as to provide for a holiday, or a subscription peculiarly due to the personal qualities of the particular clergyman, it might not have been a voluntary payment for services, but a mere present. For these reasons he thought that the decision of the Court of Appeal was right.

LORDS ASHBOURNE, ROBERTSON, and COLLINS read judgments to the same effect. Appeal dismissed.—COUNSEL, Danckwerts, K.C., and Austen Cartmell; Sir W. Robson, A.G., Sir S. T. Evans, S.G., and Wm. Finlay. SOLICITORS, Hare & Co.; Sir P. C. Gore.

[Reported by ERSKINE REID, Barrister-at-Law.]

FORSTER AND OTHERS v. DYSON AND OTHERS. SAME v. SEED. SAME v. QUINN. SAME v. MORGAN AND OTHERS. 25th and 29th June; 8th Dec.

COVENANT—COMPENSATION FOR SUBSIDENCE—BENEFIT OF COVENANT—COVENANT NOT A PARTY TO CLAIM—REAL PROPERTY ACT, 1845 (8 & 9 VICT. c. 106), s. 5—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 58 (1).

By an indenture of lease of coal strata, made in 1837, "the lessee" covenanted with the lessor and, as separate covenants, "with other the owners or owner, occupiers or occupier" of the surface land to pay compensation for damage caused by working the coal. The word "lessee" was by a definition clause defined to include "his executors, administrators, and assigns." The devisees of an owner of surface land at the date of the lease and the successors in title of other owners sued the representatives of the original lessee for damage to their property by subsidence of the surface.

Held, that the covenant was one respecting a tenement or hereditament within section 5 of the Real Property Act, 1845; that the covenant with the owners "for the time being" included owners in existence at the date of the lease, with whose "heirs and assigns" it must be deemed, as it related to land, to have been made, by virtue of the Conveyancing and Law of Property Act, 1881, s. 58 (i), and consequently it enured for the benefit of all the plaintiffs, who were entitled to sue the lessee's trustees and executors for damages.

Judgment of the Court of Appeal, sub nom. Forster v. Elvet Colliery Co. (Limited) and Others (1906, 1 K. B. 629) affirmed.

In 1871 the predecessors in title of the Ecclesiastical Commissioners for England conveyed to one Forster in fee simple certain lands in the county of Durham, reserving all mines, with power to work the minerals from below, making reasonable compensation for such damage as might be occasioned to the surface. In 1887 the Ecclesiastical Commissioners demised to one Crawford seams of coal and other minerals under the lands conveyed to Forster, and under adjoining lands. The

lease contained a covenant on the part of the lessee expressed to be made with the "owner or owners, occupier or occupiers for the time being" of the surface to pay compensation for all damage occasioned by the lessee in working the mines or seams of coal thereby demised. In 1896 Crawford's lease was assigned to a company called the Elvet Colliery Co. (Limited), which is now in liquidation. It was admitted that the mines had been worked so as to occasion damage to the surface of the lands conveyed to Forster. The action was brought to recover damages and an injunction, or alternatively for compensation for injury by subsidence. The plaintiffs were the devisees of Forster and his successors in title; the substantial defendants were the legal personal representatives of Crawford, who died in November, 1900. The defence was two-fold. First, the defendants said that Forster's assigns could not take advantage of the covenant, because the surface owners were not parties to the indenture in which the covenant was contained; and, secondly, that the covenant did not run with the land, and therefore Forster's assigns could not have had the benefit of the covenant even if Forster himself had been named a party to the indenture. Ridley, J., held that the plaintiffs were entitled to damages. The Court of Appeal affirmed that judgment. The Defendants appealed.

THE HOUSE took time for consideration.

Dec. 8.—Lord MACNAGHTEN read a judgment, in which, after stating the facts as above, he said that in his opinion the Court of Appeal was right. The first objection to the plaintiff's claim was answered by section 5 of 8 & 9 Vict. c. 106. That section enacted that a stranger might take the benefit of a covenant respecting any tenements and hereditaments although the latter be not named a party to the indenture. The Court of Appeal held that that provision only applied to covenants running with the land. They held, however, that this covenant did run with the land, and so was within the section. Whether the section must be confined to covenants running with the land might perhaps be doubted. The point, he thought, however, was not material, because he agreed with the Court of Appeal in thinking that the covenant in question was one which ran with the land. The question was, Does this covenant affect the nature, quality, or value of the land, or is it a covenant simply collateral? He thought it was not simply collateral, for one reason which was sometimes proposed as a test for the purpose of determining whether a covenant ran with the land or not. It was beneficial to the surface owner, and beneficial to no one else: *Vyryan v. Arthur* (1 B. & C., per Best, J., 417). He thought it affected the nature and also the value of the land. It affected the nature of the land because it tended to prevent disturbances of the surface, and so preserve the natural state and condition of the land. Moreover, the covenant affected the value of the land in respect of which it was given. He was therefore of opinion that the decision of the Court of Appeal should be upheld, and the appeal dismissed with costs. The same question was involved in the other cases which were set down with this case, and the same result must follow.

Lord LOREBURN, C., the Earl of HALSBURY, and Lord JAMES OF HEREFORD and Lord DUNEDIN concurred. Appeal dismissed accordingly with costs.—COUNSEL, E. Tindal Atkinson, K.C., and Compton; Scott Fox, K.C., and Simey. SOLICITORS, Van Sandau & Co., for Belk, Cochran, & Belk, Middlesbrough; Dangerfield & Blythe, for T. & W. G. Maddison, Durham.

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

SALMON v. QUIN & AXTENS (LIM.). No. 2. 5th Dec.

COMPANY—DIRECTORS—POWERS OF MANAGEMENT—ARTICLES OF ASSOCIATION—CONSTRUCTION—GENERAL MEETING—SIMPLE RESOLUTION—POWER OF COMPANY TO OVERRULE DIRECTORS.

By one of the articles of association of a company it was provided that the management of the company should be entrusted to the board of directors. By a subsequent article it was provided that no resolution of the directors for certain objects should be valid if one of the managing directors dissented. A resolution which was invalid as a resolution of the directors, by reason of the last-mentioned article, was subsequently carried at a general meeting of the company.

Held, on the construction of the articles, that the resolution of the company was really an attempt to alter the constitution of the company by a general instead of a special resolution, and was consequently invalid.

Decision of Warrington, J., reversed.

This was an appeal from a decision of Warrington, J., dismissing a motion in an action which was brought by one shareholder (who was also a director) on behalf of himself and other shareholders, against the company and his two co-directors, for an injunction to restrain the company and the two directors from carrying into effect a certain resolution passed at an extraordinary general meeting of the company. A preliminary objection to the action was made—namely, that the question could properly only be raised by the company, but that objection was not gone into, and the case was dealt with by the court on the assumption that the action was properly constituted. The plaintiff was Joseph Salmon, and the defendants were the company Quin & Axten (Limited) and William Raymond Axten and Edward Boys-Tomba. The company was incorporated in 1905. The shares in the

company were held in such a way that Axten had a majority over the plaintiff, and at the meeting in question he was supported by other shareholders, and the decision of the meeting was adverse to Salmon. Questions had arisen as to dealings with the assets of the company, and on the 1st of August, 1908, a meeting of the directors was held at which a resolution was passed as to the terms of a certain purchase. On the 19th of August a further meeting of the directors was held, at which there was a majority of two directors against one upon the resolution submitted. The plaintiff, being the dissentient director, entered a formal objection in writing to the resolution. An extraordinary general meeting of the company was called. The meeting was held on the 6th of October, and was adjourned to the 6th of November, when the resolution objected to by the plaintiff was carried on a poll. The plaintiff thereupon commenced this action to restrain the company and the other two directors from acting upon the resolution passed at the meeting on the 6th of November, and he now moved for an interim injunction in the terms of the writ. The articles of association provided: "75. The business of the company shall be managed by the board. . . . The board may exercise all the powers of the company, subject, nevertheless, to the provisions of any Acts of Parliament or of these articles, and to such regulations (being not inconsistent with any such provisions of these articles) as may be prescribed by the company in general meeting, but no regulations made by the company in general meeting shall invalidate any prior act of the board, which would have been valid if such regulations had not been made." Article 80 provided: "No resolution of a meeting of the directors having for its object" [then followed the enumeration of certain specific objects, including that comprised in the resolution in the present case] "shall be valid or binding unless not less than twenty-four's notice in writing . . . of the meeting . . . shall have been given to each of the managing directors, the said Raymond Axten and Joseph Salmon, and neither of them shall have dissented therefrom in writing before or at the meeting at which such resolution is put to the vote." Warrington, J., was of opinion that the resolution of the company was not inconsistent with article 80, which dealt with resolutions of the directors, and not with resolutions of the company, and that, consequently, the motion failed. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FARWELL, L.J.) allowed the appeal.

FARWELL, L.J.—This is an appeal from Warrington, J., and, with all respect, I am unable to agree with the conclusion at which he has arrived. The company is a not unusual company nowadays, in which the shares are held almost entirely by two people. The management is entrusted to the board of directors, and the difficulty has arisen in this way. The majority of the board desire to acquire a lease of certain premises for the sum of £2,000 or upwards. They also desire to demise certain vacant premises belonging to the company. The material articles are articles 75 and 80. [His lordship read article 75, and continued:] Pausing there for a moment, it appears to me to be plain that this is a contract that the business of the company shall be managed by the board. The articles, by section 16 of the Companies Act, 1862, are made equivalent to a deed of covenant, signed by all the shareholders. The Act does not say with whom that covenant is entered into, and there have no doubt been varying statements by learned judges; some of them stating it is with the company, some of them stating it is both with the company and with the shareholders. Stirling, J., in *Wood v. Odessa Waterworks Co.* (42 C. D., at p. 636) says: "The articles of association constitute a contract not merely between the shareholders and the company, but between each individual shareholder and every other." Whether that be absolutely correct it is not necessary to consider, or perhaps I should put it in this way: I think it is accurate, but it may well be that the court would not enforce the covenant as between individual shareholders in most cases. Here the general power of the board to manage is qualified by the provision that follows: That it is to be subject to the provisions of these articles. I turn, therefore, to article 80, and I find this provision to which these general powers of management are made subject. [His lordship read article 80, and continued:] In the present case Mr. Salmon did dissent, therefore the veto in article 80 comes into operation. That was met by the company being called together by a requisition of seven shareholders, and passing a general resolution for the acquisition of this property. It is said that that is of no effect, and I am of opinion that that contention is right. I base my opinion on the words of article 75: "Subject, nevertheless to the provisions of any Acts of Parliament or of these articles"—which I read to be subject, nevertheless, to article 80—"and to such regulations (being not inconsistent with any such provisions of these articles) as may be prescribed by the company in general meeting." That is to say, subject also to such regulations not inconsistent with article 80 as may be prescribed by the company in general meeting. But this is absolutely inconsistent with article 80. In truth, it is an attempt to alter the terms of the contract between the parties by a simple resolution instead of a special resolution. The articles forming this contract, under which the business of the company shall be managed by a board, contain a most usual and proper requirement, because a business does require a head to look after it, and a head that shall not be interfered with unnecessarily. Then, in order to oust the directors, you would have to get a special resolution. The case is, in my view, entirely governed, if not by the decision, at any rate by the reasoning, of the learned Lords Justices in *Automatic Self-Cleaning Filter Syndicate Co. (Limited) v. Cunningham* (1906, 2 Ch. 34) and *Gramophone and Typewriter (Limited) v. Stanley* (1908, 2 K. B. 89). Any other construction might, I think, be disastrous, because it might lead to interferences by a bare majority, very undesirable.

able in the interests of the minority, who have entered into a company on the footing that the business shall be managed by the board of directors. The only other observation I wish to make is on the case of *Ile of Wight Railway Co. v. Tahourdin* (25 Ch. D. 320), which was read to us from Buckley on Companies. I think it is overlooked in the note that that was a decision on the Companies Clauses Act, s. 90, and as was pointed out by the present Master of the Rolls in the *Automatic case* (1906, 2 Ch., at p. 46), that section goes on: "And the exercise of all such powers shall be subject also to the control and regulation of any general meeting specially convened for the purpose." Then he adds: "If those words had been found in the present Act of Parliament, the appellants' case would have been comparatively clear." That seems to me to take away any force or applicability of the case of *Ile of Wight Railway Co. v. Tahourdin*, and I think that in this case Warrington, J., has not really given proper weight to his own former decision in the *Automatic case*, which was affirmed in the Court of Appeal. I think this appeal must be allowed.

COZENS-HARDY, M.R., concurred.—COUNSEL, *Jessel, K.C., Daldy, and Nutter; Cave, K.C., and Vernon*. SOLICITORS, *Bartlett & Gluckstein; Redfern & Hunt*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

KIRCHNER & CO. v. GRUBAN. Eve, J. 16th and 17th Dec.

PRACTICE—STAYING PROCEEDINGS—AGREEMENT TO REFER DISPUTES TO GERMAN COURT—CONTRACT OF SERVICE—INJUNCTION—STIPULATION NEGATIVE IN FORM BUT AFFIRMATIVE IN SUBSTANCE.

An agreement to refer disputes to a foreign tribunal entitles a defendant to a stay of proceedings in this country unless a case is made out for an injunction.

Law v. Garrett (8 Ch. D. 26) applied.

A stipulation by an agent not to give notice to leave his principal's service is, though negative in form, affirmative in substance, and ought not to be enforced by injunction.

Davis v. Foreman (1884, 3 Ch. 654) followed.

The principle on which the Court acts in restraining an employee from divulging matters relating to his master's business is that there is an implied term of the contract of service not to use to the master's detriment information obtained in the course of the service.

This was an adjourned summons to set aside the writ or stay proceedings in the action on the ground that it had been agreed between the parties that any dispute between them should be referred to the German courts at Leipzig. The plaintiffs carried on business at Leipzig, and entered into a contract with the defendant to engage him as their sole agent for England, Scotland and Ireland, with a domicile in London. The contract provided that the defendant was to devote all his activity and industry exclusively to the sale of machines and other articles of the firm, not to make gains by another business of any kind, and not to divulge any business matters to anyone. The defendant also agreed, under a penalty of 20,000 marks, to remain in his position and not to give notice to leave the plaintiffs' service until July, 1910. It was also agreed that the contracting parties should submit themselves in all cases of dispute to the exclusive jurisdiction of the courts at Leipzig and that the German law should exclusively hold good. In May, 1908, the defendant left the plaintiffs' service and entered the service of a rival firm. The plaintiffs thereupon commenced this action, to which the defendant entered a conditional appearance, and took out the present summons to stay proceedings. The plaintiffs then served the defendant with notice of motion for an injunction to restrain him from engaging in any business other than that of the plaintiffs, and to restrain him from divulging to any one any matters relating to the plaintiffs' business. The summons and the motion now came on for hearing together. The following cases, besides those mentioned in the judgment, were referred to: *Ehrman v. Bartholomew* (1898, 1 Ch. 671) and *Austrian Lloyd Steamship Co. v. Gresham Life Assurance Society* (1903, 1 K. B. 249).

Eve, J., after stating the facts, said: As a general rule agreements to refer disputes are entered into without full consideration and without the parties considering what may happen in the future, but such contracts are binding on the parties unless good cause is shewn to the contrary. I read this contract as referring all disputes to the German courts, and, *prima facie*, the agreement ought to be held binding on the parties. The question is whether it has been made out that the present case comes within *Law v. Garrett* (8 Ch. D. 26), where it was said, "It is true that the plaintiff prays for an injunction, and if a case was made for an injunction by the evidence, that would probably be a sufficient reason for refusing to send the matter to arbitration, but no such case is made." It seems to me, therefore, that what the Court has to consider is whether a case has been made out for an injunction, and if no such case is made, then the parties are bound by the agreement to refer. Two questions are raised by the notice of motion (1) whether the defendant ought to be restrained from leaving the plaintiffs' service, and (2) whether he ought to be restrained from divulging matters relating to the business. With regard to the first point it is admitted that if the stipulation is a merely affirmative one to continue in the plaintiffs' service, the Court ought not to compel him to perform it. But it is said that it

is not merely an affirmative but a negative stipulation which the Court can enforce. The stipulation is that the defendant agrees, under a penalty of 20,000 marks, to remain in his position and not to give notice before July 1, 1910, and it is said that what he has done is a breach of that agreement. If the point was free from authority that argument would have considerable weight. But the matter has been dealt with in *Whitwood Chemical Co. v. Hardman* (1891, 2 Ch. 416), and by Kekewich, J., in *Davis v. Foreman* (1894, 3 Ch. 654). In the latter case the agreement was that the employer would not require the employee to leave his service and was in form a negative stipulation that the employer would not give the employee notice to leave. Kekewich, J., held that the agreement, though negative in form, was affirmative in substance, and therefore an injunction against a breach of it ought not to be granted. Now, almost every word of that judgment is applicable to the present case, and if I were to order the defendant to perform the agreement I should be enforcing by injunction an affirmative stipulation. The plaintiff, therefore, is not entitled to an injunction on that ground. With regard to the second point as to divulging information, I do not decide that there has been any breach of the agreement, but assuming that there has, what ought the Court to do? It is clear from the decision of the Court of Appeal in *Robb v. Green* (1895, 2 Q. B. 315), that the principle upon which the employee is restrained from divulging information is that there is an implied term in the contract of service not to use to the master's detriment information obtained in the course of the service. Whether such a contract is to be implied involves a question of construction of the agreement. Here the parties have agreed to have their disputes settled by a foreign tribunal. I think, therefore, the terms of the agreement preclude me from drawing any inference as to an implied contract. Without expressing any opinion as to whether there is such an implied contract I ought not on this motion to grant an injunction. The grounds for the injunction having gone it follows that no good cause has been shown why the parties should not be held to their agreement to refer disputes to the German courts, and I must therefore make an order to stay proceedings in the action.—COUNSEL, *Danckwerts, K.C., and Cozens-Hardy; P. O. Lawrence, K.C., and Waggett*. SOLICITORS, *Crusemann & Rouse; Osborn & Osborn*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Legal News.

Appointments.

Mr. BOXALL, K.C., Recorder of Rye, has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Sir James Mathew.

Mr. W. J. BLOOMFIELD HOWE, solicitor, of the firm of Howe & Rake, of 22, Chancery-lane, London, has been appointed a Commissioner to Take the Acknowledgments of Married Women.

Information Required.

Re EDMUND LAWRENCE TURNER, deceased, late of 119, Queen's-road, Finsbury Park, N.—Anyone having documents relating to this estate is requested to communicate with Messrs. Robert Spence & Paynter, 6, Wardrobe-place, Doctors-commons, E.C., who are acting for the relatives of the deceased.

General.

Sir Richard Nicholson, Clerk to the Middlesex County Council, has for some months past, says the *Times*, been suffering from an affection of the eyes. Although that has prevented him from attending recent meetings of the council, he is able to carry out his duties as clerk, and is in constant touch with the officials.

On Monday the Royal Assent was given to forty-four public and private Bills, among which were the White Phosphorus Matches Prohibition Bill, Post Office Consolidation Bill, Criminal Appeal Amendment Bill, Local Authorities (Admission of the Press) Bill, Statute Law Revision Bill, Prevention of Crime Bill, Post Office Savings Bank (Public Trustee) (No. 2) Bill, Companies (Consolidation) Bill, Poisons and Pharmacy Bill, Appellate Jurisdiction Bill, Children Bill, Port of London Bill, Coal Mines (Eight Hours) (No. 2) Bill, Public Meeting Bill, London Electric Supply Bill, and London (Westminster and Kensington) Electric Supply Companies Bill.

A new and interesting story of Mr. Arthur Cohen's refusal of a judgeship has come to us from a well-informed correspondent, says a writer in the *Globe*. It would appear that the right honourable and learned gentleman enjoys the unique distinction of having both accepted and refused a judgeship on the same day. "In 1881," writes the correspondent, "Lord Selborne offered Mr. Cohen a judgeship, which he accepted. That evening alarming news came from Afghanistan, which was likely to have an embarrassing effect on the Government. In those circumstances, Mr. Gladstone, not wishing for a by-election, wrote asking Mr. Cohen not to accept the judgeship he had had that morning been offered to him. The appeal was successful, for Mr. Cohen wrote to Lord Selborne that on reconsideration he had decided not to accept the offer."

The insurance litigation which followed upon the Jamaica earthquake in 1907 has, says the *Daily Mail*, now been settled. The settlement was signed on Monday. All the companies involved have, after the decisions of the courts in London and Jamaica, accepted their liability for the damage done by the fire which accompanied the earthquake. About 800 policy-holders made claims, and twenty-three insurance companies were involved. A fire office committee, representing all the companies, was established to deal with the matter, and that committee, sitting in London, has agreed to settle the claims. The total amount to be paid by the companies is about £600,000, together with £75,000 costs. Taking into account the costs incurred by the companies themselves, the cost of the settlement and the litigation has been about £800,000. The original claims amounted to just over £700,000.

At the Mansion House, before Alderman Sir Horatio Davies, on the 16th inst., says the *Times*, Henry Locke Smiles, a solicitor, practising in Queen Victoria-street, was charged, on remand, with converting to his own use sums of money entrusted to him for payment to clients. Six charges were preferred against the prisoner. As to the sixth, Edward Collier, a paperhanger, living at Harringay, gave evidence that he met with an accident in August, 1907, by falling from a tram-car. He made a claim against the Metropolitan Electric Tram Company, and, having consulted the Workmen's Legal Friendly Society, placed the matter in the hands of the prisoner's firm. Ultimately £30, which was to include costs, was obtained from the company as compensation for Collier. Of that Collier only received £1, though he paid thirty-two visits to the prisoner's office, going backwards and forwards from Harringay for the purpose. Sir Horatio Davies committed the prisoner for trial on all six charges, and declined to admit the prisoner to bail.

In view of the advanced ages of several members of the Supreme Court of the United States, and the consequent probability of a number of vacancies occurring either by voluntary retirement or death, the present composition of the court becomes, says the *Albany Law Journal*, a matter of considerable interest both to the legal profession and to the public. It will be remembered that appointments are made by the President by and with the advice and consent of the Senate. The judges are appointed for life, but by the terms of the statute they may retire with full pay when they reach the age of seventy, provided they have served ten years on the bench of the court. Four justices—viz., Chief Justice Fuller and Associate Justices Harlan, Brewer, and Peckham—are eligible for retirement, and two more—Justices Holmes and McKenna—will be eligible for retirement before the close of the administration which begins on the 4th of next March. The fact is pointed out by a contemporary that retirements have been infrequent; that while twenty-six justices have been appointed since the Civil War, only seven have exercised their rights and laid aside their judicial duties.

Writing to the *Times* on the new Law Courts, Mr. Leonard Stokes says: "It seems that four new courts and their accessories are to be added to the Royal Courts of Justice, and that H.M. Office of Works is to carry out the undertaking. I understand, however, that so far a contract for the concrete raft only, on which the building is to stand, has been entered into, and that the drawings for the superstructure are not yet completed; and under these circumstances I venture to raise a protest against the procedure contemplated. Such plans as I have seen show a colourable imitation of Street's work, in fact features are borrowed wholesale from different parts of the present building and collected to form the new wing or block, and it is evidently intended that the new work shall be a sort of *réchauffé* of Street. Now, surely, this is a great mistake. If Street were alive, would he reproduce the work he did some thirty years ago with all its mistakes? Assuredly not. One would rather imagine that, having learnt by experience, he would make a fresh effort and evolve something which, though in harmony with the present building, was yet distinct and better, showing that modern Gothic architecture had not stood still for the last quarter of a century, which it clearly has not."

The committee on bindings of the American Association of Law Libraries is, says the *Albany Law Journal*, making an effort to induce law book publishers to adopt a cloth or buckram binding instead of law-sheep binding. The late Judge James B. Bradwell was a pioneer in this as in many other things. For years he advocated in the *Legal News* the use of buckram as a binding. Mr. Edwin Gholson, librarian of the Cincinnati Law Library Association, says: "The law libraries of the country are now facing a very serious problem. The income of most of them is limited, hence, if the larger part of their available funds are spent for rebindings, the number of new books which they are able to purchase is correspondingly decreased, and this, of course, works to the detriment of the publishers. It is no exaggeration for me to say, for it is based upon my own experience here, that approximately one-fourth of the income of every large law library in the country is absolutely and needlessly wasted, and that this sum might be saved to them and put to a much better use, if the law book publishers would only adopt a good grade of cloth or buckram binding instead of the 'law-sheep' they now use. The life of the best of this law-sheep, exposed on open shelves to the action of an atmosphere laden with the gases thrown off in the combustion of either soft or hard coal, averages less than four years, while a good article of cloth binding, subject to the same conditions, will last indefinitely." [It is curious to see how all the American law books which reach us are bound in sheep.]

Ten applications for the revocation of patents under the new Act have, says the *Times*, been advertised as having been lodged at the Patent Office. One of these (No. 21,572, of 1896) has been withdrawn. From the remainder two revocations have resulted (Nos. 6,455 and 22,139, of 1900), the revocation, of course, being subject to appeal to the court. Three offers of voluntary surrender of patents under section 26 (3) have been received, and orders for revocation have been made in two of these cases. Under section 20 of the Act there have been about fifty applications for the restoration of patents which have lapsed owing to the non-payment of fees within the prescribed times, and more than twenty of these patents have already been restored. It is not possible to say what proportion of the remainder will be restored. A large number of patents of addition have been applied for, and it is evident that inventors have lost no time in availing themselves of the advantages offered by these portions of the Act.

On the 16th inst., in the House of Commons, Mr. Gill asked the Secretary for the Home Department whether his attention had been called to the practice of the Salford Hundred Court of Record in issuing writs from that court to persons residing in distant parts of the country, whereby it was well-nigh impossible for them to defend such actions; whether he could state the number of writs issued during the present year by such court for sums under £5, under £10, and under £20 respectively; whether he was aware that this court was extensively used by moneylenders; and whether he proposed to take any steps, by legislation or otherwise, to curtail the jurisdiction of this court in cases where the defendants resided at a distance and where judges of county courts had power to try such cases? Mr. Gladstone said: My attention has been called to the hardships caused by the practice to which the hon. member refers, and I have consulted the Lord Chancellor, who states that the proper course to be adopted by the council of any borough, or the ratepayers of any parish, whose inhabitants are aggrieved at the action of the Salford Hundred Court of Record, is to petition His Majesty in Council as prescribed in section 7 of the County Courts Act, 1888, that the jurisdiction of that court may be excluded.

The Property Mart.

Forthcoming Auction Sale.

Jan. 10.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground-Rent. (see advertisement, back page, Dec 19).

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 18.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ALEXPOUNDER & KING, LIMITED—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Harry J. Barclay, 36, King st, Cheapside. Crook & Co, Bird in Hand st, Cheapside, solvers for liquidator.

ANGLO-EGYPTIAN SYNDICATE, LIMITED—Creditors are required, on or before Jan 30, to send in their names and addresses, and the particulars of their debts or claims, to Francis Henry Bromwich, 14, Gt Winchester st, liquidator.

BARTISU LIGHT CURE INSTITUTE, LIMITED—Petn for winding up, presented Dec 7, directed to be heard on Jan 13. Metcalfe & Sharpe, Chancery ln, sol'ors for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

CAMPBELL'S SOAP, LIMITED—Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to B. T. Heselson, 9, Market st, Bradford, Gordon & Co, solvers for liquidator.

DOMAINS CO, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Lionel Maltby, 5, London Wall bldgs, liquidator.

GRACIUS MOTOR SYNDICATE, LIMITED—Petn for winding up, presented Dec 10, directed to be heard Jan 13. Tippetts, Maiden ln, solvers for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

HERRBERT & CO (BRADFORD), LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to George Walker, Halifax Commercial Bank chmbrs, Bradford, liquidator.

KATP RIVERS GOLD DREDGING CO, LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to George A. Orme, 71, King st, Manchester. Hall & Co, Manchester, solvers to liquidator.

"KATE THOMAS" SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to William Thomas, 14, Water st, Liverpool, liquidator.

LINCOLN YARN CO, LIMITED—Creditors are required, on or before Jan 23, to send their names and addresses, with particulars of their debts or claims, to Alexander Mitchell Graham, 87, Brown st, Manchester, liquidator.

MELDRUM BROS, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Theodore Gregory, 3, York st, Manchester. Stratton & Son, Wolverhampton, solvers for liquidator.

NOTES OF ENGLAND PROOFING CO, LIMITED—Creditors are required, on or before Dec 23, to send in their names and addresses, and particulars of such debts and claims, to Richard Ryland Daly, 5, Farnwick st, Liverpool, liquidator.

POOLE & LOVELL, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, with particulars of their debts or claims, to Thomas Henry Gough, Castle st, Dudley, liquidator.

RENNIS & CO, LIMITED, STOCKTON ON TEES, GROCERS' SPECIALISTS—Creditors are required, on or before Jan 18, to send their names and addresses, and particulars of their debts and claims, to Thomas Reginald Gregory Rowland, Victoria bldgs, Stockton on Tees, liquidator.

RUSSELL HUSTING RECORD CO, LIMITED—Petn for winding up, presented Dec 13, directed to be heard Jan 13. Tippetts, Maiden ln, Queen st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

SEVENOAKS MOTOR CAR AND ELECTRICAL CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to A. P. Guerrier, 126, Gresham House, Cameron & Co, Gresham House, solvers for liquidator.

London Gazette.—TUESDAY, Dec. 23.
JOINT STOCK COMPANIES.
 LIMITED IN CRAWLEY.

CENTRAL STOCK EXCHANGE, LIMITED—Petn for winding up, presented Dec 10, directed to be heard Jan 13. Lumley & Lumley, Old Jewry chmbrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

OLVERLY BRGS, LIMITED—Petn for winding up, presented Dec 18, directed to be heard Jan 13. Kennersley, College Hill chmbrs, Cannon st, solor for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

DOVERSTON LAUNDRY CO., LIMITED—Creditors are required, on or before Jan 13, to send in their names and addresses, with particulars of their debts or claims, to Fred Wood, Fore st, Dulverton, liquidator.

INDIAN MINE SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 4, Queen st pl, liquidator.

J. B. BURYARD & CO., LIMITED—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Tookes, 40, Watling st, liquidator.

J. & W. CHARTERS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or

claims, to James Alexander Carse, 30, Spring gdns, Manchester Crossley, Blackburn, solor for the liquidator.

JAMES DAVIS & CO., LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Edgar Oates, 33, Brassnose st, Manchester Roberts & Dootson, Manchester, solors for the liquidator.

JESCOFF (LEEDS), LIMITED—Petn for winding up, presented Dec 17, directed to be heard Jan 13. James & Co, Fore st, solors for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

LONDON CABLE CO., LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Walter Halliwell, 61, Aldermanbury. Halliwell & Co, Aldermanbury, solors for the liquidator.

MALCOLM, BRUNNER & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to J. H. Duncan, 30, Coleman st, liquidator.

PITVILLE CO., LIMITED—Petn for winding up, presented Dec 16, directed to be heard Jan 13. Townroe, Badge row, solor for the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

TINE VALLEY COLLIERY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to James Durie Pattullo, 65, London wall, liquidator.

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 18.

RECEIVING ORDERS.

ABBEY, JOHN WILLIAM, Croydon, Derby, Fish Salesman Derby Pet Dec 14 Ord Dec 14

ACRAMAN, JOHN ALEXANDER VICTOR, Bradford, Tailor's Cutter Derby Pet Dec 12 Ord Dec 12

BAKER, JAMES, Newcastle upon Tyne, Earthenware Manufacturer Hanley Pet Oct 20 Ord Dec 14

BARNETT, WILLIAM, Langefin, Watchmaker Bangor Pet Dec 14 Ord Dec 14

BASTABLE, GEORGE, North End, Portsmouth, Builder Portsmouth Pet Dec 14 Ord Dec 14

BATEMAN, ALFRED, Mow Cop, Chester, Innkeeper Macclesfield Pet Dec 14 Ord Dec 14

BATES, JAMES ALFRED, Leicester Leicester Pet Dec 16 Ord Dec 16

BOJESSEN, S S, Salisbury House, London wall High Court Pet Nov 19 Ord Dec 15

BURGESS, ERNEST, Hendon, Licensed Victualler Barnet Pet Dec 5 Ord Dec 17

BURGESS, THOMAS, Hendon, Licensed Victualler Barnet Pet Dec 5 Ord Dec 17

CALABRESE, JACK, Kingston upon Hull, Produce Merchant Kingston upon Hull Pet Dec 15 Ord Dec 15

CAMPBELL, JOHN, Leeds, Sausage Manufacturer Leeds Pet Dec 14 Ord Dec 14

CARTER, JOSEPH, Harborne, Staffs, Florist Birmingham Pet Dec 14 Ord Dec 14

CHILVERNS, EDWARD MATTHEW, Lowestoft, Fisherman Great Yarmouth Pet Dec 16 Ord Dec 16

CORRIE, HENRY JOSEPH, Leicester, Ironmonger Leicester Pet Dec 16 Ord Dec 16

EVANS, EVAN, and ANN JANE EVANS, Half Moon cres, Batsbury, Dairymen High Court Pet Dec 16 Ord Dec 16

FRANCIS, GEORGE, Biggleswade, Carpenter Bedford Pet Dec 15 Ord Pet 15

HILLMAN, HENRY J, Beckenham, Bootmaker Croydon Pet Nov 4 Pet Dec 15

HOLTER, JOHN THOMAS, Coton in the Elms, Derby, Farmer Burton on Trent Pet Dec 15 Ord Dec 15

HOPKINS, SAMUEL, H M Prison, Stafford, Bricklayer Walsall Pet Dec 11 Ord Dec 11

LINDLEY, FRED, Lower Broughton Salford Pet Dec 16 Ord Dec 16

MCLAREN, ROBERT, Stocksfield, Northumberland, Road Contractor Newcastle on Tyne Pet Dec 12 Ord Dec 12

MASSE, TOM, Upper Parkstone, Dorset, Builder Poole Ord Dec 14

MICHAEL, PERRY, Holloway rd, Mantle Warehouseman High Court Pet Nov 30 Ord Dec 18

MOODY, JOHN HENRY, Leeds Leeds Pet Dec 15 Ord Dec 15

MURPHY, MADRELIN, Warwick gdns, Kensington High Court Pet Nov 13 Ord Dec 16

OWEN, ROBERT RICHARD, Nevin, Carnarvon, Grocer Portmadoc Pet Dec 2 Ord Dec 16

OXLEY, CHARLES DAVID, Elsecar, nr Barnsley, Grocer Barnsley Pet Dec 14 Ord Dec 14

PEASGOOD, FRANK EDWARD, Whistonett, Norfolk, Butcher Norwich Pet Dec 5 Ord Dec 16

ROSE, CHARLES ARTHUR, Slough, Club Proprietor Windsor Pet Oct 30 Ord Dec 12

SMITH, FREDERICK JOHN, Derby, Baker Derby Pet Dec 16 Ord Dec 16

SMITH, JOHN, Leeds, Labourer York Pet Dec 15 Ord Dec 15

SUTCLIFFE, GEORGE, Abertillery, Electrical Engineer Tredegar Pet Dec 16 Ord Dec 16

THOMAS, DAVID, Llanbradach, Glam, Draper Pontypridd Pet Dec 15 Ord Dec 15

THOMPSON, ISAAC, Brierley Hill, Staffs, Butcher Rochester Pet Dec 2 Ord Dec 14

THOMPSON, THOMAS, jun, Forecett, nr Richmond, Yorks, Quattymann Northallerton Pet Dec 14 Ord Dec 14

TIPPLES, THOMAS, Brackley, Ironmonger Banbury Pet Dec 15 Ord Dec 15

USEWORTH, ERNEST, Bixton, nr Warrington, Licensed Victualler Warrington Pet Dec 16 Ord Dec 16

WALKER, JAMES, Openshaw, Manchester, Grocer Manchester Pet Dec 14 Ord Dec 14

WALTER, JOHN, Southampton row, Photographic Art Gallery Proprietor High Court Pet Nov 13 Ord Dec 14

WATERHOUSE, WILLIAM, Accrington, Licensed Victualler Blackburn Pet Dec 15 Ord Dec 16

WIMBY, ARTHUR EDWARD, Streatham, Mercantile Clerk Wandsworth Pet Dec 16 Ord Dec 16

YOUNG, ALFRED, Tonbridge, Fruit Dealer Tunbridge Wells Pet Dec 12 Ord Dec 12

FIRST MEETINGS.

BATEMAN, ALFRED, Mow Cop, Cheshire, Innkeeper Dec 29 at 11.30 Off Rec, 23, King Edward st, Macclesfield

BOJESSEN, S S, Salisbury House, London wall Dec 30 at 1 Bankruptcy bldgs, Carey st

BRAITHWAITE, THOMAS, East Harisey, nr Northallerton, Yorks, Grocer Dec 30 at 11.30 Off Rec, Court chmbrs, Albert rd, Middleborough

BURGESS, ERNEST, Hendon, Licensed Victualler Dec 31 at 3.30 Bankruptcy bldgs, Carey st

BURGESS, THOMAS, Hendon, Licensed Victualler Dec 31 at 2.30 Bankruptcy bldgs, Carey st

BUTCHER, BENJAMIN EDWARD, Southend on Sea, Insurance Agent Jan 6 at 2 Shirehall, Chelmsford

CAMPBELL, JOHN, Leeds, Sausage Manufacturer Dec 31 at 12 Off Rec, 34, Bond st, Leeds

EDWARDS, WILLIAM ALEXANDER, Battington, Welshpool, Montgomery, Baker Dec 31 at 11.30 Off Rec, 22, Swan hill, Shrewsbury

EVANS, EVAN, and ANN JANE EVANS, Half Moon crescent, Batsbury, Dairymen Dec 31 at 12 Bankruptcy bldgs, Carey st

FISAGO, GEORGE EDWARD, Watford, Grocer Dec 30 at 3 14, Bedford row, London

FLETCHER, ALFRED, Chapel en la Frith, Derby, Photographer Dec 30 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

HALL, RICHARD PORTER, and FRANK HALL, Kenwick, Cumberland, Builders Jan 4 at 3 Court house, Cockermouth

HILLMAN, HENRY J, Beckenham, Bootmaker Dec 30 at 11.30 132, York rd, Westminster Bridge

LEONARD, CHARLES, Birmingham, Gun Action Filer Jan 1 at 11.30 191, Corporation st, Birmingham

MCLAREN, ROBERT, Stocksfield, Northumberland, Road Contractor Dec 29 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

MAILLARD, GEORGE CLEMENT, Clavendon, Warwick, Seedsman Dec 30 at 2.30 Off Rec, 8, High st, Coventry

MASSE, TOM, Upper Parkstone, Dorset, Builder Dec 29 at 11.30 Off Rec, Midland Bank chmbrs, High st, Southampton

MASTERS, HENRY, and GEORGE ALFRED MASTERS, Hackney rd, Provision Merchants Dec 30 at 12 Bankruptcy bldgs, Carey st

MICHAEL, PERRY, Holloway rd, Mantle Warehouseman Dec 31 at 11 Bankruptcy bldgs Carey st

MOODY, JOHN HENRY, Leeds Dec 31 at 11 Off Rec, 34, Bond st, Leeds

PAGE, WILLIAM EDWARD, High rd, Ilford, Florist Dec 30 at 12 14, Bedford row

PYM, JOHN, Levenshulme, Manchester, Coal Merchant Dec 31 at 2.30 Off Rec, Byrom st, Manchester

REILLY, WILLIAM PATRICK, Hightown, Congleton, Cheshire, Travelling Draper Dec 29 at 11 Off Rec, 23, King Edward st, Macclesfield

SEXTON, ARCHIBALD, West Bergholt, Essex, Builder Jan 2 at 11.15 Cops Hotel, Colchester

SMITH, HUGH, Aldby Farm, Glaston, Cumberland, Farmer Dec 29 at 10.45 Court house, Whitehaven

SMITH, JOHN, Stillingfleet, Yorks, Labourer Dec 29 at 8 Off Rec, The Red House, Duncombe pl, York

THOMAS, DAVID, Llanbradach, Glam, Draper Dec 30 at 10.30 Off Rec, Post Office chmbrs, Pontypridd

THOMPSON, THOMAS, jun, Forecett, nr Richmond, Yorks, Quattymann Dec 29 at 12 Off Rec, Court chmbrs, Albert rd, Middleborough

WALTER, JOHN, Southampton row, Photographic Art Gallery Proprietor Dec 30 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABBEY, JOHN WILLIAM, Croydon, Derby, Greengrocer Derby Pet Dec 14 Ord Dec 14

ACRAMAN, JOHN ALEXANDER VICTOR, Bradford, Tailor's Cutter Derby Pet Dec 12 Ord Dec 12

BALLARD, PERRY, Long Eaton, Derby, Architect Derby Pet Nov 21 Ord Dec 14

BARKER, REGINALD ASLEY, Great Winchester st, Financier High Court Pet Oct 21 Ord Dec 12

BARNETT, WILLIAM, Langefin, Angley, Watchmaker Bangor Pet Dec 14 Ord Dec 14

BASTABLE, GEORGE, North End, Portsmouth, Builder Portsmouth Pet Dec 14 Ord Dec 14

BATEMAN, ALFRED, Mow Cop, Chester, Innkeeper Macclesfield Pet Dec 14 Ord Dec 14

BATEMAN, LEONARD NELSON, St Paul's, Bristol, Clothier Bristol Pet Nov 5 Ord Dec 15

BATES, JAMES ALFRED, Leicester Leicester Pet Dec 16 Ord Dec 16

CALABRESE, JACK, Kingston upon Hull, Produce Merchant Kingston upon Hull Pet Dec 15 Ord Dec 15

CAMPBELL, JOHN, Leeds, Sausage Manufacturer Leeds Pet Dec 14 Ord Dec 14

CARTER, JOSEPH, Harborne, Staffs, Florist Birmingham Pet Dec 14 Ord Dec 15

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

DOUGHER, EDITH, and JOSEPH LAKE, Openshaw, Manchester, Fruiterers Manchester Pet Nov 23 Ord Dec 16
 FRANCIS, GEORGE, Biggleswade, Carpenter Bedford Pet Dec 15 Ord Dec 15
 HAWKES, GILBERT FRANCIS, Broad at pl, Agent High Court Pet Oct 10 Ord Dec 15
 HEMMING, REGINALD TARRANT, and ALFRED OSBORN EDWARDS, Ludgate hill, Cigar Merchants High Court Pet Sept 29 Ord Dec 13
 HOLST, JOHN THOMAS, Cotton in the Elms, Derby, Farmer Burton on Trent Pet Dec 11 Ord Dec 15
 HOPKINS, SAMUEL, HM Prison, Stafford, Bricklayer Walsall Pet Dec 11 Ord Dec 11
 LEADWATER, TOM, Roundhay, nr Leeds, Engineer Leeds Pet June 3 Ord Dec 14
 LEONARD, CHARLES, Birmingham, Gun Action Filer Birmingham Pet Dec 7 Ord Dec 15
 McLAREN, ROBERT, Stockfield, Northumberland, Road Contractor Newcastle on Tyne Pet Dec 13 Ord Dec 15
 MAILLARD, GEORGE CLERMONT, Claverton, Warwick, Seedsman Warwick Pet Nov 15 Ord Dec 15
 MARR, TOM, Upper Parkstone, Dorset, Builder Poole Ord Dec 15
 MOODY, JOHN HENRY, Leeds Leeds Pet Dec 15 Ord Dec 15
 OXLEY, CHARLES DAVID, Elsecar, nr Barnsley, Grocer Barnsley Pet Dec 14 Ord Dec 14
 PILLAR, HENRY STANLEY, West End in, Pinner, Builder St Albans Pet Sept 3 Ord Dec 15
 POWELL, WILLIAM CORNELL, Southport, Confectioner Liverpool Pet Dec 12 Ord Dec 14
 PULSTON, Sir JOHN HENRY, Whitehall court High Court Pet March 3 Ord Dec 9
 ROBERTS, SARAH ELIZABETH, Edgbaston, Birmingham, Egg Dealer Birmingham Pet Dec 10 Ord Dec 15
 ROBINS, ARTHUR GREGORY, Hove, Sussex High Court Pet Oct 13 Ord Dec 16
 ROTHMORE, LEWIS, Barking rd, Canning Town, Hoaler High Court Pet Nov 19 Ord Dec 14
 SMITH, FREDERICK JOHN, Derby, Baker Derby Pet Dec 16 Ord Dec 16
 SMITH, JOHN, Stillingfleet, Leeds, Labourer York Pet Dec 15 Ord Dec 15
 STILL, JOHN JAMES, Fulham, Provision Merchant High Court Pet Nov 17 Ord Dec 16
 SUTCLIFFE, GEORGE, Aberkilly, Mon. Electrical Engineer Tring Pet Dec 16 Ord Dec 15
 SWENNEY, ROBERT, Moss Side, Manchester, Packing Case Maker Manchester Pet Nov 27 Ord Dec 15
 THOMAS, DAVID, Llanbadach, Glam, Draper Pontypridd Pet Dec 15 Ord Dec 15
 THOMPSON, THOMAS, jun, Forcett, nr Richmond, Yorks, Quaysman Northallerton Pet Dec 14 Ord Dec 14
 THOMSON, JOHN HENRY, New Shoreham, Sussex, Grocer Brighton Pet Nov 28 Ord Dec 15
 TIPPETT, THOMAS BRACKLEY, Ironmonger Banbury Pet Dec 15 Ord Dec 15
 TURTLE, GEORGE FREDERICK, Metwa House, Wealdstone High Court Pet Nov 7 Ord Dec 16
 UNWORTH, ERNEST, Rixton, nr Warrington, Licensed Victualler Warrington Pet Dec 16 Ord Dec 16
 VORINA, JAMES GILNEY, York st, Baker at High Court Pet Oct 30 Ord Dec 15
 WALKER, JOHN HENRY, and EDWARD MARSHALL WALKER, Bradford, Piano-forte Dealers Bradford Pet Nov 15 Ord Dec 15
 WALKER, JAMES, Openshaw, Manchester, Grocer Manchester Pet Dec 14 Ord Dec 14
 WATERHOUSE, WILLIAM, Accrington, Licensed Victualler Blackburn Pet Dec 18 Ord Dec 16
 WEATHERLEY, HENRY, Rushall, Tunbridge Wells, Baker Tunbridge Wells Pet Dec 8 Ord Dec 13
 WHINY, ARTHUR EDWARD, Harbrough rd, Streatham, Mercantile Clerk Wandsworth Pet Dec 16 Ord Dec 16
 WOODS, WILLIAM, Freemasons' rd, Custom House, Boot Dealer High Court Pet Oct 24 Ord Dec 10
 YOUNG, ALFRED, Tunbridge, Fruit Dealer Tunbridge Wells Pet Dec 13 Ord Dec 13

Amended Notice substituted for that published in the London Gazette of Dec 8:
 BISNEY, GEORGE GORTON, Catford, Flour Factor Croydon Pet Nov 23 Ord Dec 3

London Gazette.—TUESDAY, Dec 22.

RECEIVING ORDERS.

ADAMS, JOHN WILLIAM, Bournemouth, Builder Poole Pet Dec 15 Ord Dec 18
 APFLOCK, JAMES, Higham Ferrers, Northampton Northampton Pet Dec 18 Ord Dec 18
 ALDRIDGE, ALBERT JOHN, Highworth, Wilts, Publican Swindon Pet Dec 18 Ord Dec 18
 BAILLY, THOMAS, Church Stretton, Salop, Painter Shrewsbury Pet Dec 16 Ord Dec 16
 BELSH, FREDERICK, Penryn, Cornwall, Baker Truro Pet Dec 17 Ord Dec 17
 BODDINGTON, SYDNEY, and HENRY BALDWIN LIGHTBOWN, Bolton, Jewellers Bolton Pet Nov 23 Ord Dec 16
 BROOKE, MARTIN, Heckmondwike, Rag Merchant Dewsbury Pet Dec 17 Ord Dec 17
 CRAIG, THOMAS, Lancaster, Smith Preston Pet Dec 18 Ord Dec 18
 DAVEY, ARTHUR GREGORY, Maindoo, Newport, Mon, Deputy Borough Engineer Newport, Mon Pet Dec 16 Ord Dec 16
 DELVE, JOHN, Ilfracombe, Devon, Baker Barnstaple Pet Dec 18 Ord Dec 18
 FOSTER, DANIEL JOHN, Bridgend, Confectioner Cardiff Pet Dec 17 Ord Dec 17
 FRANKEL, JULIUS, Basinghall st, General Merchant High Court Pet Aug 13 Ord Dec 15
 GASK, HUGH MONTAGUE, West Mersea, Essex, Builder Colchester Pet Dec 5 Ord Dec 18
 GRIFITHS, WILLIAM POWELL, Fore st, Upper Edmonton, Grocer High Court Pet Dec 3 Ord Dec 18
 JONES, HUGH, Tanygrisiau, Blaenau Ffestiniog, Merioneth, Quaysman Portmadoc Pet Dec 17 Ord Dec 17
 JONES, JOHN, Tanygrisiau, Blaenau Ffestiniog, Merioneth, Quaysman Portmadoc Pet Dec 17 Ord Dec 17
 JONES, ROBERT, Blaenau Ffestiniog, Merioneth, Quarry Rockman Portmadoc Pet Dec 17 Ord Dec 17

LAYBURN, CHARLES OSWALD, Penshaw, Durham, Corn Merchant Durham Pet Dec 8 Ord Dec 17
 LEVY, ABRAHAM, Leeds, Grocer Leeds Pet Dec 16 Ord Dec 16
 LINDHAY, JAMES WILLIAM, Sheffield, Fish Dealer Sheffield Pet Dec 18 Ord Dec 18
 McDEARMID, GEORGE, South Shields, Teacher of Music Newcastle on Tyne Pet Dec 1 Ord Dec 16
 MURTON, ARTHUR WILLIAM, Blackwaver, Cornwall, Tinsplate Maker Truro Pet Dec 18 Ord Dec 18
 NICKOLLS, CHARLES ERNEST, Ridge Wollaston, Stourbridge, Commission Agent Stourbridge Pet Dec 18 Ord Dec 18
 PHILLIPS, J. P., and Son, East Sheen, Builders Wandsworth Pet Aug 18 Ord Dec 17
 PRITCHARD, ELIZABETH, Llanerchymedd, Anglesey, Licensed Victualler Bangor Pet Dec 19 Ord Dec 19
 SCHWABE, MAURICE SALIS, Strand, Machinery Dealer High Court Pet Sept 20 Ord Dec 17
 SCHRYVER, EDWARD J., Baron's ct, West Kensington High Court Pet Sept 21 Ord Dec 17
 SERLIO, LOUIS, Hillborough, Ascot Heath, Berks Kingston, Surrey Pet Sept 8 Ord Dec 9
 SIMPSON, GEORGE DARLINGTON, Fenchurch av Court of Appeal Pet July 14 Ord Nov 11
 SMITH, F. A., High rd, Streatham, Tailor Wandsworth Pet Nov 16 Ord Dec 17
 SELLING, ARTHUR WILLIAM, Ledbury, Hereford, Carrier Gloucester Pet Dec 17 Ord Dec 17
 SOLOMON, ISRAEL, Hope st, Whitechapel, Milk Contractor High Court Pet Dec 5 Ord Dec 17
 SPROAT, WILLIAM ANDREW, Ponder's Rd, Corn Merchant Edmonton Pet Dec 17 Ord Dec 17
 SUGDEN, JOSEPH CHILDE, Idle, Bradford, Butcher Bradford Pet Dec 18 Ord Dec 18
 TOSLAND, LUCY MARY, Holloway rd Croydon Pet Oct 27 Ord Dec 16
 TRITT, THOMAS, Crescent rd, Wood Green, Builder Edmonton Pet Dec 18 Ord Dec 18
 TURNER, SARAH, Cheltenham Cheltenham Pet Nov 26 Ord Dec 17
 TURNER, JOSEPH RICHARD, Littlehampton, Insurance Agent Brighton Pet Dec 18 Ord Dec 18
 WARREN, THOMAS CHARLES, Biggleswade, Butcher Bedford Pet Dec 18 Ord Dec 18
 WATSON, ALBERT THOMAS, Grange Farm, Clavering, Essex, Labourer Cambridge Pet Dec 18 Ord Dec 18
 WELSHRAD, STEPHEN JOSEPH, Bournemouth, Builder Poole Pet Dec 18 Ord Dec 18
 WILES, P., Orpington, Cabinet Maker Croydon Pet Dec 5 Ord Dec 17
 WILKIE, ROBERT IVO, and HERBERT HAMMOND, Plumtree, Notis, Builders Nottingham Pet Dec 17 Ord Dec 17
 WILLIAMS, GEORGE, Worcester, Boatman Worcester Pet Dec 16 Ord Dec 16
 YATES, JAMES RICHARD, Lye, nr Stourbridge, Draper Stourbridge Pet Nov 27 Ord Dec 18

FIRST MEETINGS.

ABBEY, JOHN WILLIAM, Creeting, Derby, Greengrocer Jan 5 at 12 Off Rec, 47, Full st, Derby
 ACHAMAR, JOHN ALEXANDER VICTOR, Bradford, Tailor's Cutter Jan 5 at 11 Off Rec, 47, Full st, Derby
 ADAMS, JOHN WILLIAM, Bournemouth, Builder Dec 31 at 11.30 158, Old Christ church rd, Bournemouth
 APFLOCK, JAMES, Higham Ferrers, Northampton Jan 2 at 12 Off Rec, Bridge st, Northampton
 ASHBY, FRANCIS HENRY, Georgeham, Devon Dec 30 at 8 94, High st, Barnstaple
 BAILEY, THOMAS, Church Stretton, Salop, Painter Jan 2 at 11.30 Off Rec, 29, Swan hill, Shrewsbury
 BAKER, JAMES, Newcastle under Lyme, Staffs, Eastwardware Manufacturer Dec 31 at 11.30 Off Rec, King st, Newcastle, Staffs
 BALLARD, FRED, Long Eaton, Derby, Architect Dec 30 at 11 Off Rec, 47, Full st, Derby
 BASTABLE, GEORGE, Portsmouth, Builder Jan 1 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 BATES, JAMES ALFRED, Leicester Jan 1 at 12 Off Rec, 1, Berridge st, Leicester
 BENTON, BENJAMIN THOMAS, Darlaston, Staffs, Carter Jan 1 at 11.30 Off Rec Wolverhampton
 BIRNINGS, SAMUEL ALBERT, Marldon, Devon, Tripe Dresser Dec 30 at 2.15 Gerston Hotel, Paignton
 BODDINGTON, SYDNEY, and HENRY BALDWIN LIGHTBOWN, Rhyll, Flint, Jewellers Dec 30 at 3 Ruskin chmbrs, 191, Corporation st, Birmingham
 BRADLEY, ALBERT EDWARD, Scarborough, Accountant Dec 30 at 4 Off Rec, 48, Westborough, Scarborough
 CARTER, JOSEPH, Harborne, Staffs, Florist Jan 1 at 2.30 191, Corporation st, Birmingham

CALABRESE, JACK, Sunbury bldgs, Shore ditch, Produce Merchant Jan 2 at 9.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 DANIEL, RONALD ARTHUR DALEY, Quilton Broad, Suffolk, Doctor Dec 30 at 1 Off Rec, 8, King st, Norwich
 DUGMORE, EDITH, and JOSEPH LAKE, Manchester, Fruiterers Dec 31 at 3.30 Off Rec, Byrom st, Manchester
 FRANKEL, JULIUS, Basinghall st, General Merchant Jan 1 at 11 Bankruptcy bldgs, Carey st
 GARRICK, FRANK SCHMIDT, Cheltenham, Tailor Dec 31 at 2.30 County Court bldgs, Cheltenham
 GERRY, FRANCIS, Rotherham, Yorks, Saddler Dec 30 at 12.30 Off Rec, Firtree ln, Sheffield
 GRIFITHS, WILLIAM POWELL, Fore st, Upper Edmonton, Grocer Jan 1 at 2.30 Bankruptcy bldgs, Carey st
 HUDSON, FLORENCE AGNES, Huddersfield, Widow Dec 31 at 2.30 Huddersfield Incorporated Law Society Rooms, Imperial arcade, New st, Huddersfield
 JONES, JOHN ROBERT, Bethesda, Bootmaker Dec 30 at 2.45 Bankruptcy bldgs, Carey st
 KERRY, ROBERT MORRIS, Brighton, Commission Agent Dec 30 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 LAW ROBERT, Standon, Hertford Jan 1 at 3 14, Bedford row
 LEVIN, HARRY, Tredegar, Mon, Colliery Timberman Dec 30 at 11 Off Rec, 144, Commercial st, Newport, Mon
 LEVY, ABRAHAM, Leeds, Grocer Dec 31 at 11.30 Off Rec, 24, Bond st, Leeds
 MURPHY, MADRILET, Warwick gds, [Kensington] Jan 1 at 15 Bankruptcy bldgs, Carey st
 ORY, LOUIS HARRY, Leigh on Sea, Essex, Commercial Clerk Jan 4 at 12 14 Bedford row
 OWEN, WILLIAM, Chwilog, Carnarvon, Builder Jan 3 at 11.30 Tower Hotel, Pwllheli
 OXLEY, CHARLES DAVID, Elsecar, nr Barnsley, Grocer Dec 31 at 10.30 Off Rec, 7, Regent st, Barnsley
 PERKINS, W. T., Church path, South Acton, Builder Jan 1 at 12 14 Bedford row
 PHILLIPS, J. P., and Son, East Sheen, Surrey, Builder Jan 1 at 11.30 183, York rd, Westminster Bridge
 POWELL, WILLIAM CORNELL, Southport, Confectioner Jan 1 at 11 Off Rec, 35, Victoria st, Liverpool
 ROBERTS, SARAH ELIZABETH, Edgbaston, Birmingham, Egg Dealer Jan 1 at 12 181, Corporation st, Birmingham
 SCHWABE, MAURICE SALIS, Strand, Machinery Dealer Jan 7 at 12 Bankruptcy bldgs, Carey st
 SERLIO, LOUIS, Hillborough, Ascot Heath Dec 30 at 2.30 159, York rd, Westminster Bridge
 SMITH, F. A., High rd, Streatham, Tailor Jan 1 at 12.30 183, York rd, Westminster Bridge
 SMITH FREDERICK JOHN, Derby, Baker Jan 5 at 3 Off Rec, 47, Full st, Derby
 SMITH, STEPHEN, and ALBERT LOWDALE WOOD, Sheffield, Boot Makers Dec 30 at 12 Off Rec, Firtree ln, Sheffield
 SOLOMON, ISRAEL, Hope st, Whitechapel, Milk Contractor Jan 7 at 11 Bankruptcy bldgs, Carey st
 SUGDEN, JOSEPH CHILDE, Idle, Bradford, Butcher Dec 31 at 11 Off Rec, 12, Duke st, Bradford
 SWENNEY, ROBERT, Moss Side, Manchester, Packing Case Maker Dec 31 at 3 Off Rec, Byrom st, Manchester
 TOSLAND, LUCY MARY, Holloway rd Dec 30 at 12 182, York rd, Westminster Bridge
 TURNER, JOSEPH RICHARD, Littlehampton, Insurance Agent Jan 14 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
 UNWORTH, ERNEST, Rixton, nr Warrington, Licensed Victualler Dec 31 at 2.45 Off Rec, Byrom st, Manchester
 VAUGHAN, DAVID JOHN, Tredegar, Builder Dec 31 at 18 Off Rec, 144, Commercial st, Newport, Mon
 WALKER, ALFRED, and EDWARD MARSHALL WALKER, Bradford, Piano-forte Dealers Dec 30 at 11 Off Rec, 15, Duke st, Bradford
 WALKER, JAMES, Openshaw, Manchester, Grocer Dec 31 at 3.45 Off Rec, Byrom st, Manchester
 WALKER, WILLIAM, Worcester, Licensed Victualler Dec 30 at 11.30 Off Rec, 11, Copenhagen st, Worcester
 WETHERLEY, HENRY, Rushall, Tunbridge Wells, Baker Jan 11 at 11 Mr C J Parrie's Offices, 67, High st, Tunbridge Wells
 WELSHRAD, STEPHEN JOSEPH, Bournemouth, Builder Dec 31 at 11.30 Off Rec Christchurch rd, Bournemouth
 WILES, P., Orpington, Kent, Cabinet Maker Dec 31 at 12 157, York rd, Westminster Bridge
 WILLIAMS, JAMES, Vottryghallen, Llanfihangel, Glyn Myfyr, Denbigh, Farmer Dec 31 at 3 Owen Glyndwr Hotel, Corwen
 WHINY, ARTHUR EDWARD, Streatham, Mercantile Clerk Dec 31 at 11.30 183, York rd, Westminster Bridge
 YOUNG, ALFRED, Tunbridge, Fruit Dealer Jan 11 at 11.15 Mr C J Parrie's Offices, 67, High st, Tunbridge Wells

The Oldest Insurance Office in the World.



Copied from Policy dated 1750.

SUN FIRE OFFICE
 FOUNDED 1710.
 HEAD OFFICE:
 63, THREADNEEDLE ST., E.C.

Insurances effected against the following risks:—

FIRE.

PERSONAL ACCIDENT, SICKNESS AND DISEASE, FIDELITY GUARANTEE, BURGLARY, WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY including ACCIDENTS TO DOMESTIC SERVANTS.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

FUNDS IN HAND - £2,764,234.

Year	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	